

DEPARTMENT OF INDUSTRIAL RELATIONS
DIVISION OF LABOR STATISTICS & RESEARCH
455 Golden Gate Avenue, 9th Floor
San Francisco, CA 94102

ADDRESS REPLY TO:

San Francisco P.O. Box 420603
CA 94142-0603



TRAVEL AND SUBSISTENCE PROVISION

FOR

BOILERMAKER-BLACKSMITH

IN

ALL LOCALITIES WITHIN THE STATE OF CALIFORNIA

AGREEMENT

This Agreement is made and entered into this 5th day of October, 2007 by and between contractors signatory to the Western States Articles of Agreement with the International Brotherhood of Boilermakers, Iron Ship Builders, Blacksmiths, Forgers & Helpers, AFL-CIO.

1. **Contract Changes:** Except for appropriate date changes and for the changes set forth below, renew all terms and conditions contained in the Labor Agreement dated October 1, 2004.

a. **Article 12 – Travel Expense and Subsistence**

Update to reflect current rates for Subsistence (i.e. \$30.00 per day where the job site is more than 70 but less than 120 miles from the dispatch point and \$40.00 per day when the job site is more than 120 miles from the dispatch point).

d. **Article 35 – Duration of Agreement**

Provide for one-year duration: October 1, 2007 to and including September 30, 2008.


In witness whereof, representatives of the parties approve this Settlement Agreement on this
5 day of October, 2007

**For the International Brotherhood
Of Boilermakers, Iron Ship Builders,
Blacksmiths, Forgers and Helpers**

By


J. Tom Baca
Int'l Vice President

By

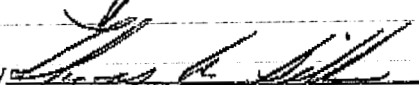

David Bunch
International Representative

For Signatory Contractors

By


Larry Jansen
Chairman

By


Thomas A. Dillon
Secretary

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Div. of Labor Statistics & Research
Chief's Office

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Department of Industrial Relations

AUG 23 2005

Div. of Labor Statistics & Research
Chief's Office

Western States

Articles of Agreement

between the

International Brotherhood of
**Boilermakers, Iron Ship Builders,
Blacksmiths, Forgers and Helpers**
AFL-CIO

(Herein referred to as "Union")

and the
Signatory Contractors

(Herein referred to as "Contractor")

Governing Wages and Working Conditions on All Field
Construction Work in the States of Alaska, Arizona,
California, Colorado, Idaho, Montana, New Mexico,
Nevada, Oregon, Utah, Washington and Wyoming.

Effective October 1, 2004
Terminating September 30, 2007

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7
8
9
10

ARTICLE 12
TRAVEL EXPENSE AND SUBSISTENCE
(EXCEPT ALASKA, SEE ARTICLE 31)

ART. 12(a) Subsistence and travel payments
are intended to partially
payees for expenses. Dispatch
is as follows:

.....Anchorage
.....Phoenix
.....Pittsburg, Los Angeles
.....Denver
.....Spokane, Salt Lake City
.....East Helena
.....Los Angeles, Salt Lake City
.....Albuquerque
.....Portland
.....Salt Lake City
.....Seattle, Spokane, Portland
.....Denver, Salt Lake City

There also will be a 40 mile free
mile, Idaho and this free
road to include work from
including Idaho Falls.

Subsistence payments will be
paid from the city hall of the

1 dispatch city or the home address of the
2 employee, whichever is closer to the job
3 location. The Union agrees to show the
4 home location on the dispatch slip, and also
5 agrees that the Employer may ask for an
6 independent verification of such address.

7
8 **ART. 12(d)** Subsistence payments and travel
9 pay shall be paid as follows:

10
11 Where the job site is over 120 miles from
12 the dispatch point, employees shall receive
13 the IRS-allowable amount per mile for trans-
14 portation between such city and the job at the
15 beginning and conclusion of their employ-
16 ment. Such transportation allowance shall be
17 paid based on the most direct main route,
18 plus necessary bridge toll and ferry charges.
19 Such supplementary reimbursement shall
20 not exceed eight (8) times the regular hourly
21 area mechanic's rate.

22
23 **ART. 12(e)** In the event an employee quits for
24 other than immediate compelling personal
25 reasons not reasonably foreseen at time of
26 employment before having been in the
27 employ of the Contractor fifteen (15) calendar
28 days, he shall not be entitled to transportation
29 or travel expense to the job. In the event an
30 employee quits for other than immediate
31 compelling reasons not reasonably foreseen
32 at time of employment or is discharged for
33 just and sufficient cause before having been
34 in the employ of the Contractor sixty (60) cal-

1endar days, he shall not be entitled to return
2 transportation or travel expense. Any dispute
3 arising as to the proper application of this
4 provision shall be considered as a grievance
5 subject to handling under the grievance
6 machinery herein provided.

7
8 **ART. 12(f)** As reimbursement for subsistence,
9 the Contractor shall pay the employee twenty-
10 five dollars (\$25) per day worked where
11 the job site is more than 70 miles but less than
12 120 miles from the dispatch point. If over 120
13 miles, the daily subsistence amount shall be
14 thirty-five dollars (\$35) per day worked.

15 Effective Oct. 1, 2005, the daily subsistence
16 payment will be increased by \$2.50. Effective
17 Oct. 1, 2006, the daily subsistence payment
18 will be increased by an additional \$2.50.

19
20 **ART. 12(g)** Holidays, rain, breakdowns, or
21 any reason the employees are stopped by the
22 Contractor from working, Monday through
23 Friday, will be considered days worked and
24 the subsistence paid. Employees absent from
25 work shall not be paid subsistence for the
26 day absent. When a welder is required to
27 take a test outside the seventy (70) mile zone
28 they shall be reimbursed as follows provided
29 they have demonstrated their competency
30 by previous experience: subsistence as pro-
31 vided above for the day or days on which the
32 test is taken, subsistence as provided in Art.
33 12(f) if applicable, and transportation and
34 travel expense as provided in Art. 12(d).

1 **ART. 12(h)** An employee must work the
2 scheduled work day before or the sched-
3 uled work day following a holiday that
4 occurs Monday through Friday, to be enti-
5 tled to subsistence for the holiday, unless
6 excused. Excused absences will not be
7 unreasonably denied.

8
9 **ART. 12(i)** Employees who leave the job
10 before the end of the shift except for reason
11 beyond their control, such as illness in family,
12 court summons, bona fide illness, etc., shall
13 be paid subsistence for the time actually
14 worked unless they get the permission of a
15 designated Contractor's representative who
16 shall be reasonably available at a designated
17 location. Any dispute arising under the sub-
18 sistence clause shall be handled as provided
19 in Article 27 and judged on its merits.

20
21 **ART. 12(j)** When employees are instructed
22 to report to a job on a certain day and are not
23 immediately placed at work, they shall be
24 paid reporting pay for the day they report to
25 work and the sum of thirty dollars (\$30.00)
26 per day for each day thereafter until ordered
27 to work or released by the Contractor, in
28 addition to subsistence as above provided.
29 When an employee is temporarily laid off
30 and is requested to stand by until work is
31 available, and if he agrees to do so, he shall
32 be paid thirty dollars (\$30.00) for each day
33 until returned to work or laid off, in addition
34 to subsistence as above provided.

1 **ART. 12(k)** Where a job is located two hun-
2 dred and forty (240) miles or more from the
3 Dispatch Point, the employee will receive
4 one additional day's subsistence at the start
5 of his work on the job and at the conclusion
6 of his work on the job, provided that pay-
7 ment of such additional day's subsistence
8 under this paragraph shall be subject to the
9 same conditions applicable to transportation
10 and travel expense under Art. 12(e).

11
12 **ART. 12(l)** If an employee suffering an indus-
13 trial injury outside the seventy (70) mile zone
14 does not receive compensation payments for
15 the first seven (7) days that he is unable to
16 work, his subsistence payments under this
17 Article shall continue for as many days during
18 such seven (7) day period as he is required to
19 remain at or in the vicinity of the job site by the
20 Contractor or by the physician in charge or by
21 the state commission having jurisdiction. In
22 those states where the payment of compensa-
23 tion during such seven (7) day period is
24 dependent upon the duration of an employ-
25 ee's period of disability, the Contractor may
26 delay the payments called for under this para-
27 graph until it has been ascertained whether
28 compensation payments will be received for
29 some or all of such seven (7) day period.

30
31 **ART. 12(m)** The Contractor shall reimburse
32 employees for ferry charge or bridge toll
33 incurred daily going to and from the job.
34

Expense and Subsistence.
2004 (See Art. 12; Art. 31 for

Travel Pay

1(e)(1).

Alaska: Mileage paid according to
Revenue Service Guidelines.
75 per mile. See Art. 12(d)]

Subsistence

ay [see Art. 31(e)(3) for rates
effective Oct. 1, 2005 and Oct.

Alaska: \$25 or \$35 per day

01-10-2005 01:34pm From-Boilermakers IVP Western States
01/10/2005 07:34 FAX 8088751200

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T-363 P.002/004 F-152
12/003

Fairmont Kea Lani Maui

**WESTERN STATES ARTICLES OF AGREEMENT
MEMORANDUM OF SETTLEMENT
BETWEEN
WESTERN STATES FIELD CONSTRUCTION NEGOTIATING COMMITTEE
(ON BEHALF OF SIGNATORY CONTRACTORS)
AND
INTERNATIONAL BROTHERHOOD OF BOILERMAKERS, IRON SHIP
BUILDERS, BLACKSMITHS, FORGERS AND HELPERS OF AMERICA**

This Memorandum of Settlement is made and entered into by and between the Western States Field Construction Negotiating Committee (on behalf of signatory Contractors and hereinafter referred to as "Contractors") and the International Brotherhood of Boilermakers, Iron Ship Builders, Blacksmiths, Forgers, & Helpers of America

1. Except for appropriate date changes and the changes set forth below, renew all terms and conditions contained in the Western States Articles of Agreement between the parties dated October 1, 2001;
2. Term: October 1, 2004 to and including September 30, 2007
3. General Economic Adjustments (Applies to all areas, except Local 549 jurisdiction in the following counties: Alameda, Contra Costa, Marin, Monterey, Sacramento, San Francisco, San Luis Obispo, San Mateo, Santa Clara, Santa Cruz, Solano, and Sonoma,):

Effective 10/1/04	\$1.25 per hour (plus 25¢ per hour Maintenance of Benefits) to be allocated by Union. Total \$1.50
Effective 10/1/05	\$1.10 per hour (plus 25¢ per hour Maintenance of Benefits) to be allocated by Union. Total \$1.35
Effective 10/1/06	\$1.15 per hour (plus 25¢ per hour Maintenance of Benefits) to be allocated by Union. Total \$1.40

4. General Economic Adjustments (Local 549 jurisdiction in the following counties: Alameda, Contra Costa, Marin, Monterey, Sacramento, San Francisco, San Luis Obispo, San Mateo, Santa Clara, Santa Cruz, Solano, and Sonoma,):

Effective 10/1/04	\$1.75 per hour (plus 25¢ per hour M.O.B.) to be allocated by Union. Total \$2.00
Effective 10/1/05	\$1.10 per hour (plus 25¢ per hour M.O.B.) to be allocated by Union. Total \$1.35
Effective 10/1/06	\$1.15 per hour (plus 25¢ per hour M.O.B.) to be allocated by Union. Total \$1.40

01-10-2005 01:34pm From-Boilermakers IVP Western States

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T-363 P.003/004 F-152

01/10/2005 07:54 FAX 8088751200

Fairmont Kea Lani Maui

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5. Health & Welfare

Retain current contract provision under which the Contractors agree to pay up to twenty-five cents (25¢) per hour each year to maintain the cost of benefits (see page 35, lines 1 through 9 of the current Agreement). This 25¢ is reflected in the Economic Adjustments shown above.

6. Wage Differential -- Assistant Foreman & Foreman

Effective 10/1/04 increase wage differentials for Foreman and Assistant Foreman as follows:

Assistant Foreman	25¢ per hour
Foreman	50¢ per hour

The General Foreman rate will continue to be negotiated between the Employer and employee.

7. Daily Subsistence

Increase daily Subsistence for all sections according to the following schedule:

Effective 10/1/05	\$2.50
Effective 10/1/06	\$2.50

8. New Mexico Equalization

Provide the following additional hourly wage increases for Local Lodges 4 and 627 for work performed in New Mexico:

Effective October 1, 2005	51¢
Effective October 1, 2006	50¢

9. Letter of Understanding

The parties recognize that employees missing work on regular scheduled hours and then working overtime hours is not in the best interest of the Trade, the Contractors or the Client. In situations where this problem exists and the Contractor can verify by a review of work records that they have uniformly applied their absenteeism policy/rule, they may request the Business Manager (under Rule 26[b]) to negotiate a revised overtime rule and said request shall not be unreasonably denied. If the Contractor request is denied by the Business Manager, he may appeal same to the Area International Vice President. Adoption of any such modified rule shall only apply to the job in question and shall not establish a precedent for any future jobs, nor shall same be referred to in the future by either party.